

## **Dawn's Gem Apartment - Booking Terms and Conditions**

These Booking Conditions relate to the property known as Dawn's Gem ("the Property"), at the address; Flat 4, 7 Church Square, Whitby, YO21 3EG

In these Booking Conditions references to "you" or "your" are references to the person making the booking and all members of the holiday party. "We", "us" and "our" means the manager of the property; Anthony & Julie Partington, 1 Liverton Road, Liverton Mines, Saltburn-by-the-Sea, Cleveland, TS13 4QD  
Tel: 01287 641428, Mob: 0794 9458900

These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

### **1. Making your booking**

All bookings depend on the property being available. You as the person in charge of the party (the party leader) must be at least 18 years old at the time of booking. All other members of the party must authorise you to make the booking on the basis of these conditions. By making the booking, you confirm that you are authorised to make the booking and that all other members of the party agree that the booking will be governed by these conditions. You are responsible for making all payments due to us.

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

Once you have made a booking we will issue you with a written confirmation either by post or by email. This confirmation will show your booking details and the amount you still owe for the booking. Your binding contract with the manager will begin when we issue the written confirmation. For bookings made within 14 days of the departure date, you will have a binding contract with the manager when we give spoken or email confirmation of your booking.

### **2. Paying for your booking**

When you book, you should pay the deposit amount then due through Paypal, or by sending us a cheque. We must then receive the rest of the money owed no less than 10 weeks before the start of your trip. However, if you book less than 10 weeks before the start of your trip, we must receive full payment of the total cost when you make the booking. If you do not pay any payment due in relation to your booking by the appropriate date we are entitled to assume that you want to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date.

Paypal payments should be made to Tparting@hotmail.com, with your surname as the reference.

### **3. If you cancel or amend your booking**

If you need to cancel or amend your booking you must telephone us on the number shown on our written confirmation as soon as possible. You will also be required to confirm your cancellation in writing or by email to the addresses shown on our written confirmation. A cancellation will not take effect until we receive written confirmation from you.

If you cancel your booking within seven days of receiving our written confirmation, we will refund the balance of any money you have paid us. After such period, if you cancel your booking more than six weeks prior to the Arrival Date, we will retain the Initial Deposit and refund the balance of any money you have paid to us.

If you cancel your booking less than six weeks prior to the Arrival Date, we reserve the right to retain the Initial Deposit and the Rental. In these circumstances we will refund the Rental (less any additional costs incurred) to you if we are able to secure an alternative booking for the Property.

### **4. If we cancel or amend your booking**

We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very occasionally cancel bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking and, if it is necessary to cancel your booking, we will refund the balance of any money you have paid us.

## **5. Arrival and Departure**

You can arrive at the property after 15:00 hours on the Arrival Date of your holiday and you must leave by 10:00 hours on the Departure Date, unless alternative arrangements have been agreed with the managers beforehand.

Please contact the manager two or three days before departure to let them know what time you anticipate arriving at the property. The manager will arrange to meet you at the property to hand over the keys and show you around the property. If your arrival will be delayed, you must contact the manager so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property.

If you are unsure of your arrival time, or you plan to arrive at the property after 20:00, please contact the manager at least a week in advance so that the keys can be posted to you.

## **6. Your obligations**

You agree to keep and leave the Property and the furnishings, appliances, kitchen equipment, crockery, glasses, bedding and towels clean and in good condition.

You agree not to cause any damage to the walls, doors or windows of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence.

The manager can refuse to allow you into the property or ask you to leave if they reasonably believe any member of the party is behaving illegally, or that any damage is likely to be caused, has been caused or is being caused by the behaviour of any members of the party. If any member of the visiting party does this it will be treated as a cancellation of the booking. The manager will not be legally responsible to the visitors as a result of this situation. (This will include, for example, any costs or expenses visitors have to pay due to not being able to stay in the property, such as the cost of finding other accommodation.) Neither will the manager be under any obligation to find any alternative accommodation for the visitors.

You must not allow more than four people to stay overnight in the property. You must not hold events (such as parties, celebrations or meetings) at the property without the advance consent of the manager, otherwise the manager can refuse to hand over the property to you, or can repossess it. The manager will treat these circumstances as a cancellation.

Visitors must allow the manager or their representative (including workmen) access to the property at any reasonable time during their stay (except in an emergency or if a problem needs sorting out quickly and they cannot be contacted in time. In these situations the manager can enter the property at any time without giving visitors prior notice).

## **7. Complaints**

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact the manager if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence will usually enable shortcomings to be rectified straightaway.

## **8. Our liability**

We will not be legally responsible for any injury, illness, or death or resulting losses suffered by you or any member of your party, unless you can prove that the injury or illness was caused by lack of reasonable care and skill on the part of ourselves.

For all overseas bookings, we recommend that you take out enough travel insurance to cover you for your total stay.

## **9. Law**

The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.